

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK**

SPYRA GmbH,	)	
	)	
Plaintiff,	)	
	)	Case No.: 1:22-cv-05727
v.	)	
	)	Judge Ronnie Abrams
THE INDIVIDUALS, CORPORATIONS,	)	
LIMITED LIABILITY COMPANIES,	)	
PARTNERSHIPS, AND	)	
UNINCORPORATED ASSOCIATIONS	)	
IDENTIFIED ON SCHEDULE A HERETO,	)	
	)	
Defendants.	)	
	)	
	)	

**~~PROPOSED~~ DEFAULT JUDGMENT**

THIS CASE having been commenced by SPYRA GmbH (“Plaintiff”) against the Defendants identified on the First Amended Schedule A (collectively, the “Defaulting Defendants”) and using at least the domain names identified in the First Amended Schedule A (the “Defaulting Defendant Domain Names”) and the online marketplace accounts identified in the First Amended Schedule A (the “Defaulting Online Marketplace Accounts”), and Plaintiff having moved for entry of Default and Default Judgment against the Defaulting Defendants;

This Court having entered, upon a showing by Plaintiff, a temporary restraining order and preliminary injunction against Defaulting Defendants that included a domain name disabling order and asset restraining order;

Plaintiff having properly completed service of process on Defaulting Defendants, the combination of providing notice via electronic publication or email, along with any notice that Defaulting Defendants received from domain name registrars and payment processors, being notice reasonably calculated under all circumstances to apprise Defaulting Defendants of the

pendency of the action and affording them the opportunity to answer and present their objections; and

None of the Defaulting Defendants having answered the Complaint ~~or appeared in any way~~, and the time for answering the Complaint having expired;

THIS COURT FURTHER FINDS that it has personal jurisdiction over the Defaulting Defendants because the Defaulting Defendants directly target their business activities toward consumers in the United States, including New York, offering to sell and ship products into this Judicial District. Specifically, Defaulting Defendants are reaching out to do business with New York residents by operating one or more commercial, interactive Internet Stores through which New York residents can purchase products bearing counterfeit versions of products utilizing the copyrights covered by at least U.S. Copyright Office Registration No. VA 2-277-357 (the “SPYRA Copyright Registration”); and

THIS COURT FURTHER FINDS that Defaulting Defendants are liable for false designation of origin (15 U.S.C. § 1125(a)), copyright infringement (17 U.S.C. § 101 et seq.), and/or violation of unfair competition under New York common law.

IT IS HEREBY ORDERED that Plaintiff’s Order to Show Cause Why Default and Default Judgment Should Not Be Entered is GRANTED in its entirety, that Defaulting Defendants are deemed in default and that this Default Judgment is entered against Defaulting Defendants.

Accordingly, this Court ORDERS that:

1. Defaulting Defendants, their affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under or in active concert with them be permanently enjoined and restrained from:

- a. using Plaintiff’s SPYRA Copyright Registration, or any reproductions, counterfeit copies, or colorable imitations thereof in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a

genuine SPYRA product or not authorized by Plaintiff to be sold in connection with Plaintiff's SPYRA Copyright Registration;

- b. passing off, inducing, or enabling others to sell or pass off any product as a genuine SPYRA product or any other product produced by Plaintiff, that is not Plaintiff's or not produced under the authorization, control, or supervision of Plaintiff and approved by Plaintiff for sale under Plaintiff's SPYRA Copyright Registration;
- c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control or supervision of Plaintiff, or are sponsored by, approved by, or otherwise connected with Plaintiff;
- d. further infringing Plaintiff's SPYRA Copyright Registration and damaging Plaintiff's goodwill;
- e. otherwise competing unfairly with Plaintiff in any manner;
- f. shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for sale, and which bear any of Plaintiff's SPYRA Copyright Registration or any reproductions, counterfeit copies, or colorable imitations thereof;
- g. using, linking to, transferring, selling, exercising control over, or otherwise owning the Online Marketplace Accounts, the Defendant Domain Names, or any other domain name or online marketplace account that is being used to sell or is the means by which Defendants could continue to sell counterfeit SPYRA products; and

- h. operating and/or hosting websites at the Defendant Domain Names and any other domain names registered or operated by Defendants that are involved with the distribution, marketing, advertising, offering for sale, or sale of any product bearing Plaintiff's SPYRA Copyright Registration or any reproductions, counterfeit copies, or colorable imitations thereof that is not a genuine SPYRA product or not authorized by Plaintiff to be sold in connection with Plaintiff's SPYRA Copyright Registration.

2. The domain name registries for the Defaulting Defendant Domain Names, including, but not limited to, VeriSign, Inc., Neustar, Inc., Afiliat Limited, CentralNic, Nominet, and the Public Interest Registry, within three (3) business days of receipt of this Order or prior to expiration of this Order, whichever date shall occur first, shall disable the Defaulting Defendant Domain Names and make them inactive and untransferable until further ordered by this Court.

3. Those in privity with Defaulting Defendants and with actual notice of this Order, including any online marketplaces such as Amazon, eBay, PayPal, Wish, or Payoneer, social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing and Yahoo, web hosts for the Defaulting Defendant Domain Names, and domain name registrars, shall within three (3) business days of receipt of this Order:

- a. disable and cease providing services for any accounts through which Defaulting Defendants engage in the sale of counterfeit and infringing goods using the SPYRA Copyright Registration, including any accounts associated with the Defaulting Defendants listed on the First Amended Schedule A;
- b. disable and cease displaying any advertisements used by or associated with Defaulting Defendants in connection with the sale of counterfeit and infringing goods using the SPYRA Copyright Registration; and

- c. take all steps necessary to prevent links to the Defaulting Defendant Domain Names identified on the First Amended Schedule A from displaying in search results, including, but not limited to, removing links to the Defaulting Defendant Domain Names from any search index.

4. Those in privity with Defaulting Defendants and with actual notice of this Order, including third party platforms Amazon, PayPal, eBay, Wish, DHGate, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Alibaba, Aliexpress, Bank of China, Hyperwallet, JD.com, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Walmart, Wise/TransferWise, and/or World First shall within two (2) business days search and provide resulting discovery for Defaulting Defendant Accounts based on identifying information provided by Plaintiff's counsel, including but not limited to, account IDs, legal names, and associated email addresses.

5. Amazon.com and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

6. ContextLogic, Inc. ("Wish") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

7. DHgate and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants'

websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

8. PayPal, Inc. ("PayPal") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

9. Payoneer, Inc. ("Payoneer") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

10. eBay, Inc. ("eBay") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

11. Ping Pong Global Solutions, Inc. ("Ping Pong") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

12. Coinbase Global, Inc. ("Coinbase") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

13. LianLian Global t/as LL Pay U.S., LLC (“LianLian”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

14. AllPay Limited (“AllPay”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

15. Union Mobile Financial Technology Co., Ltd. (“Union Mobile”) and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

16. Aliexpress and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

17. Alibaba and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants’ Online Marketplace Accounts or Defaulting Defendants’ websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants’ assets.

18. Bank of China and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting

Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

19. Hyperwallet and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

20. JD.com ("JD") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

21. Joom and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

22. Lakala and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

23. OFX and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants'



websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

24. Paxful, Inc. and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

25. PayEco and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

26. SellersFunding and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

27. Shopify and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

28. Stripe and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

29. Walmart and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

30. Wise/TransferWise and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

31. World First UK Ltd. ("World First") and its related companies and affiliates shall, within two (2) business days of receipt of this Order, permanently restrain and enjoin any accounts connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts or Defaulting Defendants' websites identified in the First Amended Schedule A from transferring or disposing of any money or other of Defaulting Defendants' assets.

32. Pursuant to 17 U.S.C. § 504, Plaintiffs are awarded statutory damages from each of the Defaulting Defendants in the amount of one hundred fifty thousand dollars (\$150,000.00).

33. All monies currently restrained in Defaulting Defendants' financial accounts, including monies held by Amazon, PayPal, eBay, Wish, DHGate, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Alibaba, Aliexpress, Bank of China, Hyperwallet, JD.com, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Walmart, Wise/TransferWise, and/or World First are hereby released to Plaintiff as partial payment of the above-identified damages, and Amazon, PayPal, eBay, Wish, DHGate, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Alibaba, Aliexpress, Bank of China, Hyperwallet, JD.com, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Walmart, Wise/TransferWise, and/or World First are ordered to release to Plaintiff the amounts from Defaulting Defendants' accounts within ten (10) business days of receipt of this Order.

34. Until Plaintiff has recovered full payment of monies owed by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on Amazon, PayPal, eBay, Wish, DHGate, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Alibaba, Aliexpress, Bank of China, Hyperwallet, JD.com, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Walmart, Wise/TransferWise, and/or World First in the event that any new accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, Amazon, PayPal, eBay, Wish, DHGate, Payoneer, Ping Pong, Coinbase, LianLian, AllPay, Union Mobile, Alibaba, Aliexpress, Bank of China, Hyperwallet, JD.com, Joom, Lakala, OFX, Paxful, PayEco, SellersFunding, Shopify, Stripe, Walmart, Wise/TransferWise, and/or World First shall within two (2) business days:

- a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites, including, but not limited to, any accounts;
- b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c. Release all monies restrained in Defaulting Defendants' accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

35. Until Plaintiff has recovered full payment of monies owed by any Defaulting Defendant, Plaintiff shall have the ongoing authority to serve this Order on any banks, savings and loan associations, or other financial institutions (collectively, the "Financial Service Providers") in the event that any new financial accounts controlled or operated by Defaulting Defendants are identified. Upon receipt of this Order, the Financial Service Providers shall within two (2) business days:

- a. Locate all accounts and funds connected to Defaulting Defendants, Defaulting Defendants' Online Marketplace Accounts, or Defaulting Defendants' websites, including, but not limited to, any accounts;
- b. Restrain and enjoin such accounts or funds from transferring or disposing of any money or other of Defaulting Defendants' assets; and
- c. Release all monies restrained in Defaulting Defendants' accounts to Plaintiff as partial payment of the above-identified damages within ten (10) business days of receipt of this Order.

36. In the event that Plaintiff identifies any additional online marketplace accounts, domain names, or financial accounts owned by Defaulting Defendants, Plaintiff may send notice of any supplemental proceeding to Defaulting Defendants by email at the email addresses identified by Plaintiff and any email addresses provided for Defaulting Defendants by third parties.

37. The five thousand-dollar (\$5,000) bond posted by Plaintiff, including any interest minus the registry fee, will be released to Plaintiff or its counsel upon notice to the Court that all non-defaulting defendants have been dismissed from the case. The Clerk of the Court is directed to return the bond previously deposited with the Clerk of the Court to Plaintiff or its counsel once such notice is provided.

February 10, 2023



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Ronnie Abrams  
United States District Judge

**FIRST AMENDED SCHEDULE A**

<b>Doe No.</b>	<b>Defendant Seller</b>	<b>Defendant Online Marketplace</b>
1.	Anhui Ximeng International Trade Co.	<a href="https://ahxmgj.en.alibaba.com/">https://ahxmgj.en.alibaba.com/</a>
2.	Foshan Aoerbao Childrens Products Co., Ltd.	<a href="https://aoerbo.en.alibaba.com/">https://aoerbo.en.alibaba.com/</a>
3.	Foshan City Camping Technology Co., Ltd	<a href="https://fscamping.en.alibaba.com/minisiteentrance.html?spm=a2700">https://fscamping.en.alibaba.com/minisiteentrance.html?spm=a2700</a>
4.	Foshan Jiazhanchuang Sports Health Technology Co., Ltd.	<a href="https://doraleimi.en.alibaba.com/index.html?spm=a2700.shop_pl.88.13">https://doraleimi.en.alibaba.com/index.html?spm=a2700.shop_pl.88.13</a>
5.	guangsenshop88	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=AB9U9GPQX671S">https://www.amazon.com/sp?ie=UTF8&amp;seller=AB9U9GPQX671S</a>
6.	Hainan Lanhai Shipping Co., Ltd.	<a href="https://lanhaishipping.en.alibaba.com/?spm=a2700.shop_cp.88.16">https://lanhaishipping.en.alibaba.com/?spm=a2700.shop_cp.88.16</a>
7.	Hangzhou Agreat Import & Export Co., Ltd.	<a href="https://agreat.en.alibaba.com/?spm=a2700.shop_pl.88.16">https://agreat.en.alibaba.com/?spm=a2700.shop_pl.88.16</a>
9.	Hangzhou Langdi Technology Co., Ltd.	<a href="https://dr4funskateboard.en.alibaba.com/index.html?spm=a2700.shop_cp.88.16">https://dr4funskateboard.en.alibaba.com/index.html?spm=a2700.shop_cp.88.16</a>
10.	<u>Henan Sincerely Industrial Co., Ltd</u>	<a href="https://hnsincerely.en.alibaba.com/?spm=a2700.shop_pl.88.16">https://hnsincerely.en.alibaba.com/?spm=a2700.shop_pl.88.16</a>
11.	Huizhou Onecarat Technology Co., Ltd.	<a href="https://onecarat.en.alibaba.com/?spm=a2700.shop_cp.88.16">https://onecarat.en.alibaba.com/?spm=a2700.shop_cp.88.16</a>
12.	Jiangmen Spark Technology Co., Ltd.	<a href="https://sparktechgroup.en.alibaba.com/">https://sparktechgroup.en.alibaba.com/</a>
13.	LAIHUIKEJI	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A1IM23DAKATKI4">https://www.amazon.com/sp?ie=UTF8&amp;seller=A1IM23DAKATKI4</a>
14.	Qingdao Melton Tire Co., Ltd.	<a href="https://melton.en.alibaba.com/">https://melton.en.alibaba.com/</a>
15.	Shantou Chenghai Wangji Toy Factory	<a href="https://wangji-toys.en.alibaba.com/">https://wangji-toys.en.alibaba.com/</a>
16.	Shenzhen Daton Technology Co., Ltd.	<a href="https://szdaton.en.alibaba.com/minisiteentrance.html?spm=a2700">https://szdaton.en.alibaba.com/minisiteentrance.html?spm=a2700</a>
17.	Shenzhen Muje Technology Co., Ltd.	<a href="https://mujetech.en.alibaba.com/?spm=a2700.shop_cp.88.16">https://mujetech.en.alibaba.com/?spm=a2700.shop_cp.88.16</a>
18.	<u>Shenzhen Shining Electric Co., Ltd.</u>	<a href="https://airplaying.en.alibaba.com/?spm=a2700.shop_pl.88.15">https://airplaying.en.alibaba.com/?spm=a2700.shop_pl.88.15</a>
19.	<u>Wuxi Yaoen Technology Co., Ltd.</u>	<a href="https://yaoen.en.alibaba.com/">https://yaoen.en.alibaba.com/</a>
20.	<u>Wuyi Enpower Fitness Co., Ltd.</u>	<a href="https://www.alibaba.com/showroom/wuyi-enpower-fitness-co..html">https://www.alibaba.com/showroom/wuyi-enpower-fitness-co..html</a>

<b>Doe No.</b>	<b>Defendant Seller</b>	<b>Defendant Online Marketplace</b>
21.	Xiamen Hongxiang Trading Co., Ltd	<a href="https://xmhxsm.en.alibaba.com/minisiteentrance.html?spm=a2700.wholesale.cordpanyb.2.291d6f62UacHug&amp;from=detail&amp;productId=1600440052425">https://xmhxsm.en.alibaba.com/minisiteentrance.html?spm=a2700.wholesale.cordpanyb.2.291d6f62UacHug&amp;from=detail&amp;productId=1600440052425</a>
23.	Yiwu Jixu Import And Export Co., Lt	<a href="https://jixu.en.alibaba.com/minisiteentrance.html?spm=a2700.wholesale.cordpanyb.2.390f6e66UkDKFU&amp;from=detail&amp;productId=11000000848671">https://jixu.en.alibaba.com/minisiteentrance.html?spm=a2700.wholesale.cordpanyb.2.390f6e66UkDKFU&amp;from=detail&amp;productId=11000000848671</a>
24.	Yongkang Greenlawn Industrial&Trading Co., Ltd.	<a href="https://redsalmon.en.alibaba.com/minisiteentrance.html?spm=a2700.wholesale.cordpanyb.2.76e64a30UQUHz8&amp;from=detail&amp;productId=1600542139241">https://redsalmon.en.alibaba.com/minisiteentrance.html?spm=a2700.wholesale.cordpanyb.2.76e64a30UQUHz8&amp;from=detail&amp;productId=1600542139241</a>
25.	Yongkang Hongduo Industry&trade Co.	<a href="https://ykhongduo.en.alibaba.com/">https://ykhongduo.en.alibaba.com/</a>
26.	Yongkang King Sports Industry & Trade Co., Ltd.	<a href="https://kingsports.en.alibaba.com/">https://kingsports.en.alibaba.com/</a>
27.	Yongkang Suncity Imp& Exp Co., Ltd.	<a href="https://ihowtools.en.alibaba.com/minisiteentrance.html/contactinfo.html">https://ihowtools.en.alibaba.com/minisiteentrance.html/contactinfo.html</a>
28.	Zhejiang Haiqi Industry And Trade Co., Ltd.	<a href="https://chinahaiqi.en.alibaba.com/">https://chinahaiqi.en.alibaba.com/</a>
29.	Shop911665317 Store	<a href="https://www.aliexpress.com/store/1101664322">https://www.aliexpress.com/store/1101664322</a>
30.	Ailihu kitchen Store	<a href="https://www.aliexpress.com/store/1102029689">https://www.aliexpress.com/store/1102029689</a>
31.	Alihu baby Store	<a href="https://www.aliexpress.com/store/1101582443">https://www.aliexpress.com/store/1101582443</a>
32.	Alipapa Store	<a href="https://www.aliexpress.com/store/2340388">https://www.aliexpress.com/store/2340388</a>
33.	bestwin store	<a href="https://de.aliexpress.com/store/1101430101?spm=a2g0o.detail.100005.1.605b6b4cGWtKWS">https://de.aliexpress.com/store/1101430101?spm=a2g0o.detail.100005.1.605b6b4cGWtKWS</a>
34.	DAIDAI Store	<a href="https://www.aliexpress.com/store/1102051253">https://www.aliexpress.com/store/1102051253</a>
35.	Doki Toy Store	<a href="https://de.aliexpress.com/store/911796775?spm=a2g0o.detail.1000007.1.3e0c1136Cv6nyH">https://de.aliexpress.com/store/911796775?spm=a2g0o.detail.1000007.1.3e0c1136Cv6nyH</a>
36.	Fun education toy store	<a href="https://de.aliexpress.com/store/5476195?spm=a2g0o.detail.1000007.1.279056caMlgyXu">https://de.aliexpress.com/store/5476195?spm=a2g0o.detail.1000007.1.279056caMlgyXu</a>
37.	Fun time Store	<a href="https://www.aliexpress.com/store/1101514133">https://www.aliexpress.com/store/1101514133</a>
38.	HA Life store	<a href="https://www.aliexpress.com/store/1101690588">https://www.aliexpress.com/store/1101690588</a>
39.	hand of god boutique store	<a href="https://www.aliexpress.com/store/1102033972">https://www.aliexpress.com/store/1102033972</a>
40.	Hegen baby Store	<a href="https://www.aliexpress.com/store/5026042">https://www.aliexpress.com/store/5026042</a>
41.	IMBABY Factory Store	<a href="https://www.aliexpress.com/store/4706057">https://www.aliexpress.com/store/4706057</a>
42.	IMBABY Global Store	<a href="https://www.aliexpress.com/store/5087004">https://www.aliexpress.com/store/5087004</a>
43.	KSDW Toys Store	<a href="https://www.aliexpress.com/store/1102042720">https://www.aliexpress.com/store/1102042720</a>
44.	MG play home Store	<a href="https://www.aliexpress.com/store/1100240129">https://www.aliexpress.com/store/1100240129</a>
45.	plush toy store	<a href="https://de.aliexpress.com/store/1100213613?spm=a2g0o.detail.1000007.1.1eca101de47xrD">https://de.aliexpress.com/store/1100213613?spm=a2g0o.detail.1000007.1.1eca101de47xrD</a>

<b>Doe No.</b>	<b>Defendant Seller</b>	<b>Defendant Online Marketplace</b>
46.	Ruiying outdoor Store	<a href="https://www.aliexpress.com/store/910316081">https://www.aliexpress.com/store/910316081</a>
47.	Self-confidence baby Store	<a href="https://de.aliexpress.com/store/1101886116?spm=a2g0o.detail.100005.1.47195525sRomML">https://de.aliexpress.com/store/1101886116?spm=a2g0o.detail.100005.1.47195525sRomML</a>
48.	Shop3053005 Store	<a href="https://id.aliexpress.com/store/1101258076?spm=a2g0o.store_pc_feedback.pcShopHead_96597276.0">https://id.aliexpress.com/store/1101258076?spm=a2g0o.store_pc_feedback.pcShopHead_96597276.0</a>
49.	Shop911390105 Store	<a href="https://de.aliexpress.com/store/911390105?spm=a2g0o.detail.1000007.1.34f0213coCGPyh">https://de.aliexpress.com/store/911390105?spm=a2g0o.detail.1000007.1.34f0213coCGPyh</a>
50.	SquareMonkey Toy Store	<a href="https://www.aliexpress.com/store/912179764">https://www.aliexpress.com/store/912179764</a>
51.	The Childhood toy Store	<a href="https://www.aliexpress.com/store/912163184">https://www.aliexpress.com/store/912163184</a>
52.	YOLIX Store	<a href="https://www.aliexpress.com/store/1101669028">https://www.aliexpress.com/store/1101669028</a>
53.	Zhejiang accessories city Store	<a href="https://www.aliexpress.com/store/1102015328">https://www.aliexpress.com/store/1102015328</a>
54.	crystalhouse us	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=ATZX006BMCOOF">https://www.amazon.com/sp?ie=UTF8&amp;seller=ATZX006BMCOOF</a>
55.	GBBDD	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A754I9W84MAPL">https://www.amazon.com/sp?ie=UTF8&amp;seller=A754I9W84MAPL</a>
56.	GBYX	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=ANDJQDNX7909E">https://www.amazon.com/sp?ie=UTF8&amp;seller=ANDJQDNX7909E</a>
57.	hap piness shop	<a href="https://www.amazon.com/s?me=A2U2X52T384VQ&amp;marketplaceID=ATVPDKIKX0DER">https://www.amazon.com/s?me=A2U2X52T384VQ&amp;marketplaceID=ATVPDKIKX0DER</a>
58.	hjkjyugfhfjhfkj	<a href="https://www.amazon.com/s?me=ATXYEXYGAO8US&amp;marketplaceID=ATVPDKIKX0DER">https://www.amazon.com/s?me=ATXYEXYGAO8US&amp;marketplaceID=ATVPDKIKX0DER</a>
59.	INNO Electronics	<a href="https://www.amazon.com/s?me=A2TTN4K5YP7CV&amp;marketplaceID=ATVPDKIKX0DER">https://www.amazon.com/s?me=A2TTN4K5YP7CV&amp;marketplaceID=ATVPDKIKX0DER</a>
60.	jindian889	<a href="https://www.amazon.com/sp?seller=A262XRAH5JCSKD">https://www.amazon.com/sp?seller=A262XRAH5JCSKD</a>
61.	Life Shop 21	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A1CJHHSSMDDVY8">https://www.amazon.com/sp?ie=UTF8&amp;seller=A1CJHHSSMDDVY8</a>
62.	Made in China department stores	<a href="https://www.amazon.com/sp?seller=A1Y83FI3CQKCSX">https://www.amazon.com/sp?seller=A1Y83FI3CQKCSX</a>
63.	Odice-US	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=AR93LKHIG3U2B">https://www.amazon.com/sp?ie=UTF8&amp;seller=AR93LKHIG3U2B</a>
64.	SIXEFF	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A2MT4K4H2QZYYG">https://www.amazon.com/sp?ie=UTF8&amp;seller=A2MT4K4H2QZYYG</a>
66.	An Xin	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=APQG5ZKLLJJNF">https://www.amazon.com/sp?ie=UTF8&amp;seller=APQG5ZKLLJJNF</a>
67.	AQNOL	<a href="https://aqnol.com/">https://aqnol.com/</a>
68.	LLYGE STORE	<a href="http://www.comeo.top">www.comeo.top</a>
69.	cozexs	<a href="https://cozexs.com/">https://cozexs.com/</a>

Doe No.	Defendant Seller	Defendant Online Marketplace
70.	SZRX0BD2	<a href="http://www.crispary.top">www.crispary.top</a>
78.	Fafail	<a href="https://fafail.com/">https://fafail.com/</a>
79.	<a href="http://folary.com">folary.com</a>	<a href="http://www.folary.com">www.folary.com</a>
80.	Megior Store	<a href="http://www.foundous.top">www.foundous.top</a>
81.	WATERAREA	<a href="https://www.fourtion.top/">https://www.fourtion.top/</a>
82.	fpjtoys	<a href="https://fpjtoys.com/">https://fpjtoys.com/</a>
83.	GadgetNed	<a href="https://www.gadgetned.nl/">https://www.gadgetned.nl/</a>
85.	GRAIL-KING	<a href="http://www.girlify.top">www.girlify.top</a>
86.	<a href="http://Syg%20Global%20Technology%20CO.,%20LTD">Syg Global Technology CO., LTD</a>	<a href="https://sygglobal.manufacturer.globalsources.com/si/6008853167271/Homepage.htm">https://sygglobal.manufacturer.globalsources.com/si/6008853167271/Homepage.htm</a>
87.	Goodraps	<a href="https://goodraps.xyz/">https://goodraps.xyz/</a>
88.	Shop Local	<a href="https://www.happyshoping.cf/">https://www.happyshoping.cf/</a>
89.	Hilda Tracy	<a href="https://www.hildatracy.club/">https://www.hildatracy.club/</a>
90.	guntoy	<a href="https://www.hotshopps.com/">https://www.hotshopps.com/</a>
91.	<a href="http://hrsale.2021outletshops.ru">hrsale.2021outletshops.ru</a>	<a href="https://hrsale.2021outletshops.ru/">https://hrsale.2021outletshops.ru/</a>
92.	HYDGUN	<a href="https://hydgun.com/">https://hydgun.com/</a>
93.	Menkay Store	<a href="http://www.irdom.top">www.irdom.top</a>
94.	VIKARUMENT	<a href="https://www.joom.com/en/stores/60d7d8f400862e0a9f21fe52">https://www.joom.com/en/stores/60d7d8f400862e0a9f21fe52</a>
95.	Malina Store	<a href="https://www.kakitor.top/">https://www.kakitor.top/</a>
96.	DesignNest Amsterdam	<a href="https://www.kickstarter.com/projects/designnestamsterdam/electric-water-gun">https://www.kickstarter.com/projects/designnestamsterdam/electric-water-gun</a>
97.	LEIFB OWEN	<a href="http://www.leifbowen.club">www.leifbowen.club</a>
98.	MAVIGADGET	<a href="https://mavigadget.com/">https://mavigadget.com/</a>
99.	Walmart (FAKE)	<a href="http://www.mmotek.shop">www.mmotek.shop</a>



<b>Doe No.</b>	<b>Defendant Seller</b>	<b>Defendant Online Marketplace</b>
100.	Moweoo	<a href="https://www.moweoo.com/">https://www.moweoo.com/</a>
101.	FSDA Store	<a href="http://www.mulgacle.top">www.mulgacle.top</a>
102.	Multitoolsstore	<a href="https://multitoolsstore.com/collections/frontpage">https://multitoolsstore.com/collections/frontpage</a>
104.	Multiple Store	<a href="https://www.phenoety.top">https://www.phenoety.top</a>
105.	QIANSHENGTC	<a href="https://qianshengtc.com/">https://qianshengtc.com/</a>
107.	Rollinstar	<a href="https://rollinstar.com/">https://rollinstar.com/</a>
108.	Ruabby	<a href="https://ruabby.com/">https://ruabby.com/</a>
109.	Seasonhots	<a href="https://seasonhots.com/">https://seasonhots.com/</a>
110.	Simons Box	<a href="https://simonsbox.com">https://simonsbox.com</a>
111.	<a href="http://www.sneakernews.ml">www.sneakernews.ml</a>	<a href="https://www.sneakernews.ml/">https://www.sneakernews.ml/</a>
112.	<a href="http://www.spyrawatergun.nl">SPYRAWATERGUN.NL</a>	<a href="https://www.spyrawatergun.nl/">https://www.spyrawatergun.nl/</a>
113.	<a href="http://stittoystore.com">Stit Toystore</a>	<a href="https://stittoystore.com/">https://stittoystore.com/</a>
114.	Tom Toy	<a href="https://www.tomtoy.toys/">https://www.tomtoy.toys/</a>
115.	Global Order Wholesale	<a href="https://www.transportese.com/">https://www.transportese.com/</a>
116.	SPOTLTWM	<a href="https://www.umbracy.top/">https://www.umbracy.top/</a>
117.	Utyket	<a href="https://www.utyket.com/">https://www.utyket.com/</a>
118.	QuanRun Store	<a href="https://www.vectular.top/">https://www.vectular.top/</a>
120.	TBMXM STORE	<a href="https://www.veryality.top/">https://www.veryality.top/</a>
121.	Visitous	<a href="http://www.visitous.top">www.visitous.top</a>
122.	IGUISI	<a href="https://www.yiguisihealth.com/">https://www.yiguisihealth.com/</a>
123.	Zone Spray	<a href="https://zonespray.shop/">https://zonespray.shop/</a>
124.	Shenzhen Muje Technology Co., Ltd.	<a href="https://mujehhealth.en.made-in-china.com/">https://mujehhealth.en.made-in-china.com/</a>
125.	VIKARUMENT	<a href="https://www.newegg.com/Seller-Store/VIKARUMENT-Store">https://www.newegg.com/Seller-Store/VIKARUMENT-Store</a>
126.	YueShangSian	<a href="https://www.amazon.com/sp?ie=UTF8&amp;seller=A3V VWDR9RLBCPF/">https://www.amazon.com/sp?ie=UTF8&amp;seller=A3V VWDR9RLBCPF/</a>